2408

SUPREME COURT OF THE UNITED STATES.

No. 56.

GEORGE W. WATTERSTON, PL'FF IN ER.,

vs.

ANDREW M. PAYNE.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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Circuit court of the United States, fifth circuit and eastern district of Louisiana.

A. M. PAYNE
vs.
G. W. WATTERSTON. } No. 2418.

Petition.—Filed 8th February, 1855, with 2 drafts and protests annexed.

To the honorable the circuit court of the United States for fifth circuit and eastern district of Louisiana:

Anderson Miller Payne, who is a citizen of the State of Mississippi, complains of George W. Watterston, who is a citizen of the State of Louisiana, for that whereas the said G. W. Watterston, on or about the 2d day of March, 1854, at New Orleans, drew two certain bills of exchange, his own proper hand being thereto subscribed, bearing date the day and year last aforesaid, by which bills he requested Messrs. Cowan, Dykers, & Co. to pay to his own order the sum of nineteen hundred dollars, ten months after date, and the further sum of nineteen hundred dollars, eleven months after date; these bills were accepted by the said drawers and endorsed in blank by the said Watterston, and are now in the lawful ownership and possession of the plaintiff.

Plaintiff further states that said bills, at maturity, were duly presented to the acceptors for payment, and the same was refused; all of which will more fully appear by reference to the said bills and acts of protest hereto annexed and made a part of this petition.

Wherefore plaintiff prays that the said G. W. Watterston be cited to appear and answer this petition, and that after due proceedings had, that the plaintiff have judgment against defendant for the full sum of $3,800, with interest from maturity, costs of protests, and for general relief.

(Signed) R. P. HARRISON, *Att'y.*

Original Draft.—Annexed to protest and foregoing petition.

$1,900 *March 2d*, 1854.

GENTLEMEN: Ten months after date pay to my own order the sum of one thousand nine hundred dollars, and charge to acc. of

Your obedient servant,

G. W. WATTERSTON.

Messrs. COWAN & DYKERS & Co.,
New Orleans.

[REC. LVI, D. T., 1857.]—1

(Endorsed:) G. W. WATTERSTON,
PAYNE & HARRISON,
Pr. W. HUNTINGTON. } Names erased.

[Acceptance on face:] COWAN & DYKERS & Co.

Protest annexed to petition.

UNITED STATES OF AMERICA,
State of Louisiana:

By this public instrument of protest, be it known that on this fifth day of January, in the year one thousand eight hundred and fifty-five, at the request of the New Orleans Canal and Banking Company, holder of the original draft whereof a true copy is on the reverse hereof written, I, Theodore Guyol, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, by my deputy, W. G. Lutham, presented the said draft to a clerk of the acceptors, at their office, they not being in, and demanded payment thereof, and was answered that the same would not be paid.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said draft as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interest suffered, or to be suffered, for want of payment of the said draft. Thus done and protested in the presence of W. G. Lutham and Paul Abat, witnesses.

In testimony whereof, I grant these presents, under my signature and the impress of my seal of office, at the city of New [SEAL.] Orleans, on the day and year first above written.

(Signed) THEO. GUYAL,
Notary Public.

Draft, endorsed on the foregoing protest.

$1,900. *March 2d*, 1854.

GENTLEMEN: Ten months after date pay to my own order the sum of one thousand nine hundred dollars, and charge to acc. of

Y'r ob't ser't,
G. W. WATTERSTON.

Messrs. COWAN, DYKERS & Co.,
New Orleans.

(Endorsers:) G. W. WATTERSTON,
PAYNE & HARRISON,
Pr. W. HUNTINGTON.

[Acceptance on face:] COWAN, DYKERS, & Co.

2410

Original draft.—Annexed to protest and foregoing petition.

$1,900. *March 2d*, 1854.

GENTLEMEN: Eleven months after date pay to my own order the sum of one thousand nine hundred dollars, and charge to acc. of

Y'r ob't ser't,

G. W. WATTERSTON.

Messrs. COWAN, DYKERS, & Co.,
New Orleans.

(Endorsed:) G. W. WATTERSTON.

[Acceptance on face:] COWEN, DYKERS, & Co.

Protest annexed to petition.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest, be it known, that on this fifth day of February, in the year one thousand eight hundred and fifty-five, at the request of A. M. Payne, esq., holder of the original draft whereof a true copy is on the reverse hereof written, I, Adolphe Masureau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, by my deputy, presented said draft at the former counting-house of Cowan, Dykers, & Co., the acceptors of said draft, said counting-house now occupied by Cowan, Reese, & Co., and demanded payment of said draft, and was answered by Mr. Reese that arrangements had been made for that draft with Messrs. Watt, Sykes, & Noble, to whom he referred my said deputy, who then presented said draft at the counting-house of Watt, Sykes, & Noble; and having demanded payment thereof, was answered by Mr. Sykes that no provision had been made for the payment of said draft.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said draft as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests suffered, or to be suffered, for want of payment of the said draft. Thus done and protested in the presence of Francis Metiyé and Louis C. Reggio, witnesses.

In testimony whereof, I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

(Signed) A. MAZUREAU, [SEAL.]
Notary Public.

F. METIYE,
LOUIS C. REGGIO.

Draft, endorsed on the foregoing protest.

$1,900. *March 2d*, 1854.

GENTLEMEN: Eleven months after date pay to my own order the sum of one thousand nine hundred dollars, and charge to acc. of

Y'r ob't ser't,

G. W. WATTERSTON.

Messrs. COWAN, DYKERS, & Co.,
New Orleans.

(Endorsed:) G. W. WATTERSTON.
[Acceptance on face:] COWAN, DYKERS, & Co.

Declinatory exception & answer.—Filed 19th Feb'y, 1855.

UNITED STATES CIRCUIT COURT,
Eastern district of Louisiana:

A. M. PAYNE,
vs.
G. W. WATTERSTON. } No. 2418.

To the hon. the circuit court of the United States for the fifth circuit and eastern district of Louisiana.

George W. Watterston, made defendant in the above entitled and numbered cause, comes into the hon. the circuit court of the United States for the 5th circuit and eastern district of Louisiana, and files this his declinatory exception to pl'ff's suit.

Defendant excepts to the jurisdiction of this honorable court. Defendant avers that the plaintiff is not the bona fide holder and owner of the obligation sued on, but is merely holder for the purpose of giving to this tribunal appearance of jurisdiction, and that he is not bound here to answer. Defendant avers, that the commercial firm of Payne & Harrison, of New Orleans, in the State of Louisiana, are the true owners of the obligations upon which it is here sought to make defendant responsible. Defendant, further excepting, avers, that under the statute of Congress, even though the pl'ff, A. Miller Payne, was the owner of the drafts sued on, still would this tribunal be without jurisdiction, as said A. M. Payne is but the assignee of said Payne & Harrison or others, and no action could have been maintained in this court to have recovered the same had no assignment of the same been made, and that said assignment has only been made to give to this court appearance of jurisdiction, and in violation of the statute of Congress as aforesaid. Further, defendant denies that plaintiff is an actual resident of the State of Mississippi.

Wherefore defendant prays that this, his declinatory exception, may be filed, and hearing and judgment had upon the same; that he be excused from answering till after judgment is rendered

herein; that service of this, his declinatory exception, may be made upon the pl'ff; that he may be also duly and legally served with copies of the annexed interrogatories upon facts and articles; that he may be ordered by this honorable court to answer the same, in open court, under oath and categorically, on a day to be fixed by the court, or that in default the same may be taken *pro confesso;* and finally, defendant prays that this, his declinatory exception, may be sustained; that this court will declare itself without jurisdiction in the premises, and that he may be hence dismissed, with his costs, &c.

All of which, &c.,

(Signed) R. A. UPTON & WATSON,
Atty's f'r def't.

Interrogatories to be propounded to Anderson Miller Pagne, pl'ff in this suit:

His answer to the same, as interrogatories upon facts and articles, to be made in open court, under oath, and categorically, on a day to be fixed by the court:

Int. 1st. Where do you actually reside? Where is your real residence?

Int. 2d. Are you a partner in the firm of Payne & Harrison, of New Orleans? Are you in any way connected with said commercial firm? Have you any interest in said firm?

Int. 3d. Who are the real holders and owners of the obligations sued on? In the event of your recovery here in this action, will you not account for the proceeds of the judgment to Payne & Harrison, of New Orleans? Are they not the actual owners of the obligations sued upon? If you should eventually loose the same, would the loss be yours? Would not said Payne & Harrison pay the amount to you?

Int. 4th. Are not Payne & Harrison the so-styled commercial firm in New Orleans, Louisiana, consisting of Payne, Harrison, Huntington, Dameron, and yourself, the actual bona fide holders and owners of the drafts sued upon, and has not this transfer been made to you merely to give to the United States circuit court for the fifth circuit and eastern district of Louisiana jurisdiction herein? Have they no eventual interest herein?

Int. 5th. When and by whom was the assignment made to you? and for what purpose, and who erased the endorsement of Payne & Harrison upon the back of the said drafts?

Int. 6th. What valuable consideration did you give for the same? How much? Did you not well know at the time you became the assignee of the same the payment of the same would not be made, and that you were purchasing a mere litigious right?

Int. 7th. What relationship exists between yourself and either of the partners in the commercial firm of Payne & Harrison, either by consanguinity or affinity?

Int. 8th. Have you any actual interest in the result of this suit? and if yes, is it other than a partnership interest, as one of the partners of Payne & Harrison? And if yes, and not as a partner, then is it not limited, and are you not really interposed to give to this court jurisdiction? And have you not really no actual, determined interest in the result of this suit? And if you are defeated in this suit, do you really sustain any loss; and if any, what, and precisely how much?

R. A. UPTON & WATSON,
Counsel for Hon. G. W. Watterston, deft.

The def't, Geo. W. Watterston, being duly sworn, says that the interrogatories, herein propounded on facts and articles to the plaintiff, are material, and that in his opinion the answers of the plaintiff thereto would assist him in making his defence.

(Signed) G. W. WATTERSTON.

Sworn to and subscribed before me, this 20th of February, 1855.

(Signed) J. W. GURLEY,
Clerk.

Order.

Let the interrogatories upon facts and articles herein propounded by the defendant to the plaintiff, Anderson Miller Payne, be answered under oath by the said plaintiff, in open court, on Saturday, the 10th March, 1855, at 10 o'clock a. m.

(Signed,) THEO. H. McCALEB,
U. S. Judge.

Answer.

Should the above exceptions be overruled, then for answer the defendant says that he is not indebted to the plaintiff in any wise; that the drafts sued on were given without consideration and in error; and that the said defendant is not responsible upon them as drawer or endorser.

(Signed) GEORGE W. WATTERSTON.

Minutes.—November term, 1854.

NEW ORLEANS, *Saturday*, 10 *March*, 1855.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE
vs. } 2418.
G. W. WATTERSTON.

The plaintiff, A. M. Payne, having been ordered to answer this

day, in open court, certain interrogatories on facts and articles to him proposed by the defendant, appeared in obedience thereto; and after being duly sworn, his answers were reduced to writing, in open court, and thereupon it was ordered that the same be filed.

Answers of plaintiff to interrogatories

On facts and articles, taken in open court, and filed 10th March, 1855.

To 1st. I reside in Carrol county, Miss.; my real residence is there.

To 2d. I am not a partner of the firm of Payne & Harrison, of New Orleans. I am in no way connected with that firm. I have no interest in it.

To 3d. I am the real holder and owner of the obligation sued on. In the event of my recovering this action, I will not account for the proceeds to the firm of Payne & Harrison. I have paid them for it. They are not the owners of the obligation sued on. Should I eventually lose the same, the loss would be mine. I presume Payne & Harrison would not refund to me. They are under no obligation to do so.

To 4th. I have no interest in the house of Payne & Harrison. Payne, Harrison, Huntington, & Dameron are, I believe, the partners of the house. I have no interest, and never have had any in the house. The house of Payne & Harrison are not the holders or owners of the obligation sued on, and have no eventual interest in it. Probably my brother told me at the time of the transfer to me that I could bring the action in this court. They may have told me that I could sue in this court, but that they could not, and I purchased it with the belief that I could bring suit in this court. The consideration that I could sue here was the motive which induced me to make the purchase. At the time of the transfer to me, one of the notes was due and the other was not; my brother stated that the notes were unavailable to him, and that they wanted something which they could use, and I purchased them from a disposition to accommodate them with available means, which they stated they needed.

To 5th. The assignment of the notes was made to me by the house of Payne & Harrison, on the 6th Jan'y, 1855. I have already stated as fully as I can the purpose of the assignment. I do not know by whom the endorsement of Payne & Harrison on the drafts was erased; the erasure was made before I received them; they were transferred to me without recourse.

To 6th. I executed my note to them, $3,668 76, at four months after date. I did know at the time of my purchase that the notes would not be paid, and that I was purchasing a litigious right.

To 7th. I am a brother of J. W. Payne; I am not related with

any other member of the house. I do my business with them; ship to them my crops, &c.

To 8th. I am interested in this suit to the full amount of the sum in controversy. If the suit is lost, the whole loss mine. The house of Payne & Harrison has no interest in it.

(Signed) A. M. PAYNE.

Sworn to and subscribed before me, this 10 March, 1855, in open court.

(Signed) J. W. GURLEY, *Clerk.*

Minutes.—November term, 1854.

NEW ORLEANS, *Saturday, 24th March*, 1855.

Court met, pursuant to adjournment. Present, Hon. T. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE vs. G. W. WATTERSTON. } 2418.

The exceptions in this cause having been assigned for trial this day, were called for hearing, and argued by Harrison, esq'r, for plaintiff, and by R. A. Upton, esq., for defendant, and submitted to the court and taken under advisement.

Minutes.—April term, 1855.

NEW ORLEANS, *Monday, April* 23, 1855.

This being the fourth Monday of April, and by law the first day of the April term, the court was duly opened by the marshal.

Present, Hon. J. A. Campbell, presiding judge. Present, Hon. T. H. McCaleb, district judge.

A. M. PAYNE vs. G. W. WATTERSTON. } 2418.

The exception herein filed by the defendant having been argued and submitted on a former day, and the court having considered the same, this day ordered that the exception be overruled.

Supplemental answer.—Filed with leave of court, 3d May, 1855.

A. M. PAYNE vs. G. W. WATTERSTON. } No. 2418.

United States circuit court, eastern dist. of La., fifth circuit.

Into the honorable the circuit court of the United States for the

fifth circuit, eastern district of Louisiana, now comes the defendant in the above-entitled and numbered cause, by his undersigned counsel, and for answer, leave being by the court granted for the filing hereof, supplemental to the plff's petition, avers and declares that he is in no way or manner bound to the plaintiff for the obligations sued on. That the same were by him given to the house of Payne & Harrison, a commercial firm of the city of New Orleans, and by them taken in full settlement of a certain outstanding claim alleged by said Payne & Harrison to have been due to them by respondent. That said bills were taken by said Payne & Harrison in full and final settlement of said alleged indebtedness. That they were taken at the risk of said Payne & Harrison, and your respondent was not to be, and is not now, legally responsible for the same, as set forth in plaintiff's petition.

Respondent further avers that the transfer and assignment of the bills sued on, if made at all to this plaintiff by the said Payne & Harrison, if made at all by them, which respondent denies, was made after maturity of the same, in fraud of the rights and equities of respondent, they, the said assignors, knowing full well that the same would not be paid by the acceptors or respondent at the respective dates of their maturity, but that payment of the same would be contested; and respondent now avers that the said Payne & Harrison have an eventual interest in the same, and are the actual owners of the same; but, if otherwise, respondent avers that, in law, he has the right to plead the same equities against this plaintiff that he might do against the said Payne & Harrison, the assignors of the same.

And respondent avers that said bills and acceptances were given to said Payne & Harrison in error; that the accounts as made against him, and the balance upon the same, as by them claimed and charged, was not due to them by respondent; and respondent has discovered that said accounts contained false, unjust, illegal, and usurious charges, for which respondent traverses the same, and avers he is not bound to pay the same, and that no consideration was given to him, your respondent, for said bills and acceptances as here sued upon.

Respondent further avers that the plaintiff herein well knew, before the purchase of said bills as sued on, if any purchase he made, and before assignment of the same, that a defence would be made; and your respondent avers that this assignment was only made in avoidance of such equitable pleas of defence, and to give to this court an appearance of jurisdiction; all which, on trial hereof, respondent will well and truly verify.

For all which defendant prays that this his supplemental answer be filed; that he be allowed to traverse, as here by him alleged, and after due proceedings had, that he may be hence dis-

missed with his costs; and respondent prays for all general and equitable relief in the premises. And as in duty, &c.

(Signed) R. A. UPTON,
Att'y for respondent.

Minutes.—April term, A. D. 1855.

NEW ORLEANS, *Friday, 4th May, A. D.* 1855.

Court met, pursuant to adjournment. Present, Hon. J. A. Campbell, presiding judge; present, Hon. T. H. McCaleb, district judge.

A. M. PAYNE
vs.
G. W. WATTERSTON. } 2418.

This cause was called for trial. Whereupon R. A. Upton, esq., of counsel for defendant, moved a continuance of the cause, on the grounds set out in the affidavit of defendant, filed herein, on the 3d instant. When, after argument of counsel, the application was taken under advisement, and the same continued until to-morrow, at 10 o'clock a. m.

Affidavit for continuance.—Filed 3d May, 1855.

I, George W. Watterston, do solemnly swear that I cannot safely go to trial as defendant in the case of A. M. Payne vs. G. W. Watterston, No. 2418 upon the docket of this court, because I have not had time to prepare and arrange my defence therein—the said suit having been recently commenced; and because I have been taken by surprise by the decision of the judge of the district court upon an exception heretofore taken.

And I do declare that I expect to show that an illegal combination exists between the plaintiff in this suit and at least one of the members of the firm of Payne & Harrison, a commercial partnership in New Orleans, to represent said plaintiff as owner of the the bills sued on, when really said firm has an interest in the same eventually, in order that a suit may be sustained in this court to affiant's detriment and wrong; that said bills were delivered by affiant to Payne & Harrison, as acceptances, in acquittance of an obligation for a smaller sum of affiant's held by them; that the origin of said paper was an account made by said Payne & Harrison against affiant, which contained unjust, illegal, and usurious charges; that affiant designs to expose on the trial of the cause the errors and extortions of the said demand against him by said Payne & Harrison; that the evidence on which the affiant relies cannot be procured at this term of this court, owing to the difficulty of of access to the papers of affiant, and to the aforesaid want of preparation on his part.

Affiant avers that he does not make this affidavit merely for delay, but for justice, and to avoid being precipitated into a trial of the case without time for full investigation and an opportunity to procure testimony requisite for his defence.

(Signed) G. W. WATTERSTON.

Sworn to and subscribed before me, this 3d May, 1855.

J. W. GURLEY, *C'lk.*
P'r F. C. LAVILLE, *D'y cl'k.*

Minutes.—April term, 1855.

NEW ORLEANS, *Saturday, 5th May*, 1855.

Court met pursuant to adjournment. Present, Hon. J. A. Campbell, presiding judge; present, Hon. Theo. H. McCaleb, district judge.

A. M. PAYNE
vs. } 2418.
G. W. WATTERSTON.

An application having been made on the part of defendant for a continuance of this cause on yesterday, and the court having duly considered the same, doth now order that the said application be denied.

Defendant's bill of exceptions.—Filed 5th May, 1855.

A. M. PAYNE
vs. } No.
G. W. WATTERSTON.

U. S. circuit court, fifth circuit and eastern district of Louisiana.

Defendant, by his undersigned counsel, filed his affidavit and made oral application to this court for a continuance of this cause, upon the 4th day of May instant, at the time the said cause was called by the court for trial; that the court, after hearing counsel upon said application for a continuance, took the same under advisement; and afterwards, to wit, upon the 5th day of May inst., 1855, the court overruled said application, and ruled the defendant to trial.

Defendant now prays the court that this statement may be signed by the court, and admitted to record herein, to the end that said motion and the judgment of the court upon the same may appear of record. Def't, by his counsel, most respectfully excepting to the ruling of the court herein, files this his bill of exceptions thereto, and requests the court to sign the same.

(Signed) J. A. CAMPBELL,
Associate Justice of the Sup. Court.

(Signed) THEO. H. McCALEB,
U. S. Dist. Judge.

Minutes.—April term, A. D. 1855.

NEW ORLEANS, *Saturday, 5th May*, 1855.

Court met pursuant to adjournment. Present, Hon. J. A. Campbell, presiding judge. Present, Hon. T. H. McCaleb, district judge.

A. M. PAYNE
vs.
G. W. WATTERSTON. } 2418.

This cause was called for trial. The plaintiff offered and read in evidence the drafts sued upon, and then offered the protests and notices of protests, which were objected to by the defendant, on the ground that the protests and notices of protest were not alleged in the petition. And the court, considering the objection well taken, ordered, on motion of plaintiff's counsel, that this cause be continued to the next term, and that he have leave to file a supplemental or amended petition.

Supplemental petition and protests and notices.—Filed 7th May, 1855.

A. M. PAYNE
vs.
G. W. WATTERSTON. } 2418.

To the honorable the Circuit court of the United States for the fifth circuit and eastern district of Louisiana.

The supplemental and amended petition of Andrew Miller Payne, the plaintiff in the above-entitled and numbered suit, heretofore commenced in this honorable court, respectfully represents that the original petition, heretofore filed in this suit, contains two clerical errors, to wit: that in said original petition plaintiff's name is erroneously written "Anderson Miller Payne," instead of Andrew Miller Payne, which is plaintiff's real name; and furthermore, that in said original petition, after setting forth plaintiff's just and lawful claim to the contents of two certain bills of exchange therein described, drawn and endorsed by defendant, accepted by Cowan, Dykers & Co., of New Orleans, and protested for non-payment, it was omitted to allege that notice was given to defendant of the dishonor of said bills.

Plaintiff now alleges that at the maturity of said bills, to wit, on the fifth day of January, 1855, when the first fell due, and upon the fifth day of February, 1855, when the second fell due, the same were each duly presented to Messrs. Cowan, Dykers & Co., and payment of the same then and there duly demanded of them,

and was by them refused. Whereupon the said bills were severally and duly protested for non-payment, and due and legal notice thereof was then and there given to the defendant. All of which will more fully appear by reference to the notarial acts of protests and certificates of notice hereto annexed and made a part of this supplemental petition.

Wherefore plaintiff prays to be allowed to file this his supplemental and amended petition; that his original petition be amended in accordance therewith; that the said Watterston be cited to appear and answer this supplemental petition; that after due proceedings had, judgment be rendered against said Watterston, as prayed for in the original petition, and for costs and for general relief.

(Signed) R. P. HARRISON,
Att'y for pl'ff.

(Endorsed:) Let this be filed.
(Signed,) THEO. H. McCALEB,
U. S. Judge.

Protest.—Filed with supplemental petition, 7 May, 1855.

UNITED STATES OF AMERICA,
State of Louisiana:

By this public instrument of protest, be it known that on this fifth day of January, in the year one thousand eight hundred and fifty-five, at the request of the New Orleans Canal and Banking Company, holder of the original draft whereof a true copy is on the reverse hereof written, I, Theodore Guyol, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and sworn, by my deputy, W. G. Latham, presented the said draft to a clerk of the acceptors, at their office, they not being in, and demanded payment thereof, and was answered that the same would not be paid.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said draft as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interest suffered, or to be suffered, for want of payment of the said draft. Thus done and protested in the presence of W. G. Latham and Paul Abert, witnesses.

In testimony whereof, I grant these presents, under my signature and the impress of my seal of office, at the city of New [SEAL.] Orleans, on the day and year first above written.

(Signed) THEO. GUYOL,
Notary public.

Original signed—
W. G. LATHAM,
P. ABERT.

$1,900. *March 2d*, 1854.

GENTLEMEN: Ten months after date pay to my own order the sum of one thousand nine hundred dollars, and charge to acc. of

Y'r ob't ser't,

G. W. WATTERSTON.

Messrs. COWAN, DYKERS, & Co.,
New Orleans.

Endorsed: G. W. WATTERSTON,
PAYNE & HARRISON,
Pr. W. HUNTINGTON.

[Acceptance on face:] COWEN, DYKERS, & Co.

Protest.

I, the undersigned notary, do hereby certify that the parties to the draft, whereof a true copy is embodied in the accompanying act of protest, have been duly notified of the protest thereof, by letters to them by me written and addressed, dated on the day of the said protest, and served on them respectively in the manner following, viz: By directing one to G. W. Watterston, drawer and endorser, at Springfield, La., and depositing it in the post office in this city on the same day of the said protest; and by delivering the one for Payne & Harrison to their clerk at their office, they not being in, by my deputy, W. G. Latham, on the day below written.

In faith whereof, I have hereunto signed my name, together with W. G. Latham and Paul Abert, witnesses, at New Orleans, this sixth day of January, eighteen hundred and fifty-five.

(Signed) THEO. GUYAL,
Notary Public.

Original signed—
W. G. LATHAM,
P. ABERT.

I certify the foregoing to be true copies of the original protest, draft, and memorandum of the manner in which the notices were served, extent in my current register.

Witness my hand and seal of office, at New Orleans, this first day of May, 1855.

(Signed,) THEO. GUYAL, *N. P.* [SEAL.]

Protest.—Filed with supplemental petition 7th May, 1855.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest, be it known, that on this fifth day of February, in the year one thousand eight hundred and fifty-five, at the request of J. A. Payne, esq., holder of the original

draft whereof a true copy is on the reverse hereof written, I, Adolphe Mazureau, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, by my deputy, presented said draft at the former counting-house of Cowan, Dykers, & Co., the acceptors of said draft, said counting-house now occupied by Cowan, Reese, & Co., and demanded payment of said draft, and was answered by Mr. Reese that arrangements had been made for that draft with Messrs. Watt, Sykes, & Noble, to whom he referred my said deputy, who then presented said draft at the counting-house of Watt, Sykes, & Noble; and having demanded payment thereof, was answered by Mr. Sykes that no provision had been made for the payment of said draft.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of the said draft as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered, for want of payment of the said draft. Thus done and protested in the presence of Francis Meteyé and Louis O. Reggio, witnesses.

In testimony whereof, I grant these presents, under my signature and the impress of my seal of office, at the city of New Orleans, on the day and year first above written.

[SEAL.]

(Signed) A. MAZUREAU,
Notary Public.

F. METEYE,
LOUIS O. REGGIO.

A true copy of the original.

A. MAZUREAU,
Notary Public.

$1,900. *March 2d*, 1854.

GENTLEMEN: Eleven months after date pay to my own order the sum of one thousand nine hundred dollars, and charge to the acc. of

Your ob't serv't,
G. W. WATTERSTON.

Messrs. COWAN, DYKERS & CO.,
New Orleans.

Endorsed: G. W. WATTERSTON,
[Acceptance on face:] COWAN, DYKERS, & Co.

I, the undersigned notary, do hereby certify that the parties to the draft, whereof a true copy is embodied in this accompanying act of protest, have been duly notified of the protest thereof, by letters to them by me written and addressed, dated on the day of

the said protest, and served on them respectively in the manner following, viz: The notice for G. W. Watterston, "Springfield, Louisiana," (directed by information from the holder,) was put in the post office of this city immediately after said protest, by my deputy, L. O. Reggio.

In faith whereof, I have hereunto signed my name, together with Louis O. Reggio and Francis Meteyé, witnesses, at New Orleans, this fifth day of February, one thousand eight hundred and fifty-five.

A. MAZUREAU, [SEAL.]
Not. Pub.

(Signed,) LOUIS O. REGGIO,
F. METEYE.

A true copy of the original.

A. MAZUREAU,
Not. Pub.

Supplemental and amended petition.—Filed 28th May, 1855.

A. M. PAYNE,
vs.
G. W. WATTERSTON.

To the honorable the United States circuit court for the fifth circuit and eastern district of Louisiana.

The plaintiff in the above entitled cause respectfully represents, that the original petition heretofore filed in this suit contains the following error, to wit: That the said original petition, after setting forth that the bills of exchange sued on were drawn and endorsed by the defendant, and that the same were not paid at maturity, wholly omits, by a clerical error, to set forth that any notice of the dishonor of said bills was given to the defendant.

Your petitioner alleges, that at the maturity of the said bills, (to wit, one of them on the fifth day of January, 1855, and the other on the fifth day of February, 1855,) the same were duly and severally presented for payment to the acceptors, Messrs. Cowan, Dykers, & Co., in the city of New Orleans, and payment of the sum of money therein specified was then and there required, according to the tenor and effect of said bills; but neither the acceptors nor the said drawer and endorser, nor any other person for or on his or their account, did or would, at that or any other time, either before or since, pay the same or any part thereof, but wholly failed and refused so to do. Whereupon the said bills were then and there severally duly protested for non-payment, of which presentment for payment, refusal to pay, and protest for non-payment, the said defendant had then and there due notice—all of which will more fully appear by reference to the duly authenticated copies of

the acts and protest and certificate of notice hereto attached and made part of this petition.

Wherefore petitioner prays to be permitted to file this, his supplemental and amended petition, and that the defendant be cited to appear and answer the same; and after due proceedings had, that the said defendant be ordered and adjudged to pay to your petitioner the full amount specified in said bills of exchange, with interest and costs of protest, as heretofore prayed for in the original petition, and for costs and for general relief.

(Signed,) R. P. HARRISON,
For Pl'ff.

Order.

This supplemental petition is hereby ordered to be filed.

(Signed,) THEO. H. McCALEB,
U. S. Judge.

(Endorsed.) The clerk will not issue copies of this without further orders.

(Signed,) R. P. HARRISON.

N. ORLEANS, 1*st June*, '55.

Declinatory exception and answer to pl'ff's amended and suplt. petition.—Filed 20th October, 1855.

UNITED STATES CIRCUIT COURT,
Eastern District of Louisiana:

A. M. PAYNE
vs.
GEO. W. WATTERSTON. } No. 2418.

To the hon. the circuit court of the United States for the fifth circuit and eastern district of Louisiana:

George W. Watterston, made defendant in the above-entitled and numbered cause, comes into the honorable the circuit court for the fifth circuit and eastern district of Louisiana, and files this his declinatory exception to pl'ff's amended and supplemental petition.

Defendant excepts to the jurisdiction of this honorable court. Defendant avers that the plaintiff is not the bona fide holder and owner of the obligation sued on, but is merely holder for the purpose of giving to this tribunal appearance of jurisdiction herein, and that he is not bound here to answer. That the commercial firm of Payne & Harrison, of New Orleans, in the State of Louisiana, are the true owners of the obligation upon which it is here sought to make this defendant responsible. Defendant, further excepting, avers, that under the statute of Congress, even though the plaintiff,

A. Miller Payne, was the owner of the drafts sued on, still would this tribunal be without jurisdiction, as said A. M. Payne is but the assignee of Payne & Harrison or others; and no action could have been maintained in this court to have recovered the same had no assignment of the same been made, and that said assignment has only been made to give to this court appearance of jurisdiction, and in violation of the statute of Congress aforesaid. Further, defendant denies that plaintiff is an actual resident of the State of Mississippi.

Wherefore defendant prays that this his declinatory exception be filed, and hearing and judgment had upon the same. Further excepting, defendant avers that the amended and supplemental petition alleges a new responsibility upon the part of this defendant in the name of a new plaintiff.

He, defendant, prays that service of this, his declinatory exception, may be made upon the pl'ff; that he may be also duly and legally served with copies of the annexed interrogatories upon facts and articles; that he may be ordered by this honorable court to answer the same, in open court, under oath and categorically, upon a day to be fixed by the court, or that in default the same may be taken *pro confesso;* and finally, defendant prays that this exception may be sustained; that this court will declare itself without jurisdiction in the premises, and that he may be hence dismissed, with his costs, &c. All of which, &c.

(Signed) R. A. UPTON,
Att'y f'r Def't.

Answer to supplemental and amended petition.

Should the foregoing exceptions be overruled, defendant denies all and singular the allegations in plaintiff's amended and supplemental petition contained. He specially denies any indebtedness on his part whatever to the plaintiff. He specially avers that the drafts sued were given without consideration and in error, and that said defendant is not responsible upon the same, either as drawer, endorser, or other; and he prays to be hence dismissed with his costs, &c. All which, &c.

By his attorney,

(Signed,) R. A. UPTON.

Interrogatories to be propounded to Anderson Miller Pagne, or Andrew Miller Payne, pl'ff in this suit:

His answers to the same, as interrogatories upon facts and articles, to be made and given in open court, under oath, and upon a day to be fixed by the court:

Int. 1st. Where do you really reside? Where is your real residence?

Int. 2d. Are you a partner in the commercial house of Payne & Harrison? Is that firm domiciliated in New Orleans.

Int. 3d. Who are the real and bona fide holders and owners of the drafts sued on? In the event of your recovery in this action, will you not account for the proceeds of the judgment to Payne & Harrison, of New Orleans? Are they not the actual owners of the obligations sued on? If you should eventually lose the same, would the loss be yours? Would not said Payne & Harrison pay the loss to you?

Int. 4th. Has not this transfer been made to you of these drafts merely for the purpose of giving to this United States circuit court an appearance of jurisdiction, and have not Payne & Harrison an actual eventual interest herein?

Int. 5th. Do you not know, or do you not believe, that in the event of your failure in this suit, brought by you or in your name, the firm of Payne & Harrison will take back the paper sued on, or will reimburse you for such failure?

Int. 6th. Is not the transfer to you a simulated transfer, and made for no other purpose than merely to give the United States circuit conrt for the fifth circuit and eastern district of Louisiana an appearance of jurisdiction herein?

Int. 7th. Have you not received assurances from Payne & Harrison that, in the event of your failing in this suit, they would reimburse you for whatever losses you may sustain?

Int. 8th. When and by whom was the assignment of these drafts sued on made to you? and for what purpose and who erased the names of Payne & Harrison, endorsed upon the back of said drafts?

Int. 9th. Did you not know, at the time of the assignment which you allege of these drafts to yourself, that you were purchasing a mere litigious right?

Int. 10th. Who employed counsel in this case in behalf of the plaintiff, yourself? Did you employ counsel? Was he not employed by Payne & Harrison, and are they not to pay him for his professional services herein?

Int. 11th. Have you ever paid any consideration for the obligations sued on? Have you ever paid your note for $\$3{,}668\frac{75}{100}$ which in your former answer you declared you executed to Payne Harrison at four months from the time of your purchase? Did not Payne & Harrison use the same in the course of their business, and pay and take up the same at its maturity? Were they not the owners of the paper at the time of protest?

Int. 12th. Were not Cowan, Dykers, & Co. a commercial firm domiciliated in New Orleans, Louisiana, at the time of the acceptance of the drafts sued on?

(Signed,) R. A. UPTON,
Att'y for G. W. Watterston.

The defendant, Geo. W. Watterston, being duly sworn, says that

the interrogatories herein propounded on facts and articles to the plaintiff, are material, and that in his opinion the answers of the plaintiff thereto would assist him in making his defence.

(Signed) G. W. WATTERSTON.

Sworn to and subscribed before me, this 20th of October, 1855.

(Signed) JOHN W. GURLEY, *Clerk.*
By A. LAVISSON, *Deputy C'k.*

Minutes.—November term, A. D. 1855.

NEW ORLEANS, *Wednesday, 7th Nov.*, 1855.

Court met pursuant to adjournment. Present, Hon. Hon. T. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE
vs. } 2418.
G. W. WATTERSTON.

On motion of R. A. Upton, of counsel for the defendant, it is ordered that a commission issue, addressed to any judge, justice of the peace, commissioner of the United States, or other person legally authorized to execute the same, residing in Carroll county, Mississippi, to take the answers of plaintiff in the above suit upon the interrogatories upon facts and articles to him addressed by defendant. It is further ordered that said commission be made returnable before this court on or before the 2d Monday of December next.

Minutes.—November term, A. D. 1855.

NEW ORLEANS, *Wednesday, 14th November*, 1855.

Court met pursuant to adjournment. Present, Hon. J. A. Campbell, presiding judge; present, Hon. T. H. McCaleb, district judge.

A. M. PAYNE
vs. } 2418.
G. W. WATTERSTON.

On motion of Messrs. Chilton & Harrison, of counsel for the plaintiff, it is ordered that defendant show cause, on Saturday, the 24th inst., at 10 o'clock a. m., why the exception to the jurisdiction herein filed by him should not be striken out, on the grounds this day filed; and further, why the interrogatories last propounded by defendant to the plaintiff should not be stricken out, for reasons also filed on this day.

Grounds for rule.—Filed 14th November, 1855.

PAYNE
vs.
WATTERSTON. } No. 2418.

CIRCUIT COURT OF THE U. S.,
For the Fifth Circuit and Eastern Disirict of Louisiana.

1st. Because said exception was filed after an answer had already been made by defendant to the merits.

2d. Because the question of law involved in said exception has already been tried and decided by this court in this case.

And it is ordered that at the same time defendant show cause why the interrogatories last propounded by the defendant to the plaintiff should not be stricken out, for the reason that similar interrogatories, to the same effect and embracing the same matters, have already been propounded by the defendant and fully answered by the plaintiff before this court, and that those answers are now on record in this case.

Minutes.—November term, A. D. 1855.

NEW ORLEANS, *Saturday, 24th November*, 1855.

Court met, pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE
vs.
G. W. WATTERSTON. } 2418.

The rule herein taken on the 14th instant came on to be heard; and after argument [of] counsel, was submitted to the court.

Minutes.—November term, A. D. 1855.

NEW ORLEANS, *Tuesday 27th November*, 1855.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE
vs.
G. W. WATTERSTON. }

This cause was called for trial; and after argument of counsel, was submitted to the court and taken under advisement.

Final judgment.

CIRCUIT COURT OF THE UNITED STATES,
Fifth Circuit and Eastern District of Louisiana.

November term, A. D. 1855.

NEW ORLEANS, *Wednesday, 28th November*, 1855.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE
vs.
G. W. WATTERSTON. } 2418.

This cause having been argued and submitted on a former day, and the court having considered the same, and the law and the evidence adduced by the parties, doth now order that the rule herein taken by the plaintiff on the 14th day of November, 1855, be made absolute; and that the said plaintiff, Andrew Miller Payne, do have and recover judgment against the defendant, George W. Watterston, for the sum of three thousand eight hundred dollars, $3,800, with interest at the rate of five per cent. per annum on nineteen hundred dollars, $1,900, thereof, from the 5th day of January, 1855, until paid, and the like interest upon the remaining sum of nineteen hundred dollars, $1,900, from the 5th day of February, 1855, until paid, with five dollars and fifty cents, costs of protests and costs of suit.

Judgment rendered 28th November, 1855. Judgment signed 8th December, 1855.

(Signed) THEO. H. McCALEB,
U. S. Judge.

Minutes.—November term, A. D. 1855.

NEW ORLEANS, *Friday, 30th November*, 1855.

Court met pursuant to adjournment. Present, Hon. T. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE
vs.
G. W. WATTERSTON. } 2418.

On motion of Upton, esq., of counsel for the def't, it is ordered that the plaintiff show cause, on Saturday, the 8th day of December next, at 10 o'clock a. m., why a new trial should not be granted in this case on the grounds this day filed.

Grounds for new trial.—Filed 30th Nov'r, 1855.

UNITED STATES CIRCUIT COURT,
Fifth Circuit Eastern District of Louisiana.

A. M. PAYNE
vs. } 2418.
G. W. WATTERSTON.

On motion of R. A. Upton, of counsel for George W. Watterston, of Livingston, defendant in the above cause, it is ordered by the court that the plaintiff show cause, on Saturday, the eighth of December next, at 10 o'clock a. m., why a new trial should not be granted to the defendant in this cause upon the following grounds:

1st. Because the defendant, having pleaded a want of consideration upon the notes or bills sued on, it was incumbent upon pl'ff clearly to show consideration, and the onus probandi was so with him, which was not done.

2d. Under the law it was necessary for the pl'ff to have made out his case and proved his claim by more than one witness, the amount claimed exceeding five hundred dollars, which plaintiff did not do, proving the signatures of def't to the obligations sued, if so these are his, by one single witness, Judge Jones.

3d. Because that diligence, required by law to be used in endeavoring to obtain the money for the acceptances from the acceptors, was not used, as is patent upon the record, and hence defendant is released from all liability in the premises, either as drawer or as endorser.

4th. Because the judgment herein rendered is contrary to the law and evidence.

Minutes.—November term, A. D. 1855.

NEW ORLEANS, *Saturday, 8th December*, 1855.

Court met pursuant to adjournment. Present, Hon. T. H. McCaleb, district judge. Absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE
vs. } 2418.
G. W. WATTERSTON.

The application herein made by defendant for a new trial was called for hearing, Harrison, esq., att'y, appearing for the defendant in rule, the counsel of the plaintiff in rule absent; whereupon it was submitted to the court without argument, and on consideration thereof it was ordered that the application be refused and the rule dismissed.

Petition for writ of error.—Filed 18th Dec'r, 1855.

CIRCUIT COURT OF THE UNITED STATES,
Fifth Circuit and Eastern District of Louisiana, 2418.

A. M. PAYNE,
vs.
G. W. WATTERSTON. } No. 2418.

To the honorable the circuit court of the United States in and for the fifth circuit and eastern district of Louisiana.

The petition of George W. Watterston, the defendant in the above-entitled and numbered cause, most respectfully represents, that he is informed and verily believes that there is error in the judgment rendered against him herein.

Wherefore he most respectfully prays your honorable court that he may be granted a writ of error to the Supreme Court of the United States, at Washington city, that the same may be granted to operate as a supersedeas, upon his giving bond in a sum fixed by this honorable court, and to be conditioned according to law. He further prays that this court may make all other necessary and proper orders in the premises as may be required by law, by the rules of this court, and the nature of the cause. And, as in duty bound, &c.

(Signed,) R. A. UPTON,
Counsel for Pet'r.

Minutes.—November term, A. D. 1855.

NEW ORLEANS, *Tuesday*, 18*th December*, *A. D.* 1855.

Court met pursuant to adjournment. Present, Hon. T. H. McCaleb, district judge; absent, Hon. J. A. Campbell, presiding judge.

A. M. PAYNE
vs.
G. W. WATTERSTON. } 2418.

On motion of R. A. Upton, of counsel for the defendant, and on his presenting and filing a petition on part of said defendant, representing that he is aggrieved by the final judgment herein rendered against him, and praying that a writ of error be allowed him therefrom to the next term of the Supreme Court of the United States, and that the same operate as a supersedeas, it is ordered that a writ of error be allowed him as prayed for, on his giving bond, conditioned according to law, in the penal sum of six thousand dollars, with good and solvent security thereon.

Bond for writ of error.—Filed 18th Dec'r, 1855.

Know all men by these presents, that we, George W. Watterston as principal, and Henry Duncan, P. F. Starns, B. B. Starns, and William Akers as sureties, are held and firmly bound unto Andrew Miller Payne, in the full and just sum of six thousand dollars, to be paid to the said Andrew Miller Payne, his certain attorney, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this eighteenth day of December, in the year of our Lord one thousand eight hundred and fifty-five.

Whereas, lately, at a circuit court of the United States, fifth judicial circuit, holding sessions in and for the eastern district of Louisiana at the city of New Orleans, in a suit depending in said circuit court, wherein Andrew Miller Payne is plaintiff and George W. Watterston is defendant, judgment was rendered against the said George W. Watterston, defendant; and the said George W. Watterston having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Andrew Miller Payne, citing and admonishing him to be and appear at a Supreme Court of the United States, to be holden at Washington the first Monday of December next:

Now, the condition of the above obligation is such, that if the said George W. Watterston shall prosecute his writ to effect, and shall pay such judgment as may be rendered in said Supreme Court, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

(Signed,)	G. W. WATTERSTON,	[SEAL.]
"	H'Y DUNCAN,	[SEAL.]
"	P. F. STARNS,	[SEAL.]
"	B. B. STARNS,	[SEAL.]
"	WM. AKERS,	[SEAL.]

Sealed and delivered in the presence of—
JOHN W. ADDISON,
DA'L T. SETLOM.

Approved.

(Signed,) THEO. H. McCALEB,
U. S. Judge.

STATE OF LOUISIANA,
Parish of Livingston.

Personally appeared before me, the undersigned, clerk of the eighth judicial district court of Louisiana, in and for the parish aforesaid, Henry Duncan, a signer to the within bond for writ of error, who,

being duly sworn, says that he believes himself to be worth fifteen hundred dollars, over and above all his liabilities; and also Pamel F. Starns, who, being duly sworn, says that he believes himself to be worth three thousand dollars, over and above all his liabilities.

(Signed,) H'Y DUNCAN,
" P. F. STARNS.

Sworn to and subscribed before me, this 13th day of Dec'r, 1855.

(Signed) DAN'L T. SETTOON, [SEAL.]
Clerk.

THE STATE OF LOUISIANA,
Parish of Livingston.

Personally appeared before me, the undersigned, clerk of the eighth judicial district court of Louisiana, in and for the parish and State aforesaid, Burlin B. Starns, a signer of the within writ of error, who, being duly sworn, says that he believes himself to be worth the sum of fifteen thousand dollars over and above all his liabilities.

(Signed) B. B STARNS.

Sworn to and subscribed before me, this 13th day of Dec'r, 1855.

(Signed) DAN'L T. SETTOON, [SEAL.]
Clerk.

UNITED STATES OF AMERICA,
Circuit Court of the United States.

Fifth circuit and eastern district of Louisiana.

CLERK'S OFFICE.

I, John W. Gurley, clerk of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, do hereby certify that the foregoing 35 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had in the case of Andrew Miller Payne vs. George W. Watterston, No. 2418 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New [L. S.] Orleans, this 10th day of March, 1856.

J. W. GURLEY,
Clerk.

UNITED STATES OF AMERICA, *ss:*

The President of the United States, to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the eastern district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or one of you, between Andrew Miller Payne and George W. Watterston, a manifest error hath happened, to the great damage of the said George W. Watterston, as by his complaint appears, we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the Hon. Roger B. Taney, Chief Justice of the said Supreme Court of the United States, this 18th of December, in the year of our Lord one thousand eight hundred and fifty-five.

J. W. GURLEY,
Clerk of the United States Circuit Court
for the Eastern District of Louisiana.

THE UNITED STATES OF AMERICA:

The President of the United States to Andrew Miller Payne, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and eastern district of Louisiana, wherein George W. Watterston is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this eighteenth day of December, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

[Endorsed:] United States circuit court, No. 2418. A. M. Payne vs. Geo. W. Watterston. Citation in error.